

RECORDATION NO. 25555 FILED

APR 21 '05

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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

OF COUNSEL  
URBAN A. LESTER

April 21, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Railroad Equipment Security Agreement, dated April 8, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document covers all now owned and hereafter acquired locomotives and other rolling stock of the Debtors.

The names and addresses of the parties to the enclosed document are:

Noteholder Agent: General Motors Corporation  
300 Renaissance Center  
Detroit, Michigan 48265

Debtor: Electro-Motive Diesel, Inc.  
9310 West 55th Street  
LaGrange, Illinois 60525-3211

Debtor: EMD International Holdings, Inc.  
9310 West 55th Street  
LaGrange, Illinois 60525-3211

Debtor: Electro-Motive International Corporation  
9310 West 55th Street  
LaGrange, Illinois 60525-3211

Mr. Vernon A. Williams  
April 21, 2005  
Page 2

Debtor: EMD Canada Holdings Co.  
Suite 900  
1959 Upper Water Street  
Halifax, Nova Scotia B3J 2X2  
CANADA

Debtor: Electro-Motive Canada Co.  
Suite 900  
1959 Upper Water Street  
Halifax, Nova Scotia B3J 2X2  
CANADA

A description of the railroad equipment covered by the enclosed document  
is:

All now owned and hereafter acquired locomotives and other rolling stock  
of the Debtor, including 20 locomotives: CSXT 4831 - CSXT 4850.

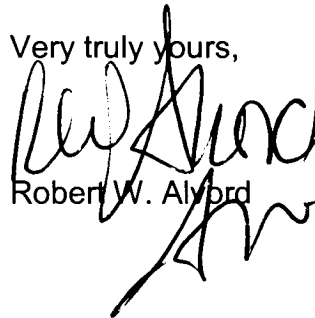
A short summary of the document to appear in the index is:

Railroad Equipment Security Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alford

RWA/anm  
Enclosures

APR 21 '05

4:30 PM

Execution Copy

~~SURFACE TRANSPORTATION BOARD~~  
RAILROAD EQUIPMENT SECURITY AGREEMENT

THIS RAILROAD EQUIPMENT SECURITY AGREEMENT (this "Railroad Security Agreement"), dated April 8, 2005, is by and between ELECTRO-MOTIVE DIESEL, INC. (the "Company"), each of the other signatories hereto as Debtors (together with the Company and any other entity that may become a party hereto as provided herein, the "Debtors") in favor of GENERAL MOTORS CORPORATION, as noteholder agent (in such capacity, and together with its successors and assigns in such capacity, the "Noteholder Agent") for the benefit of the Secured Parties (as defined below).

W I T N E S S E T H :

WHEREAS, the Debtors manufacture, produce and assemble locomotives and sell and distribute such locomotives and related parts and accessories;

WHEREAS, the Company has entered into a Subordinated Note Agreement dated as of April 4, 2005 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement") with General Motors Corporation, pursuant to which the Company has authorized the issuance of its Increasing Rate Senior Subordinated Notes due 2010 (as such notes may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "Notes") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Security Agreement (all of the foregoing, together with the Note Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents"); and

WHEREAS, pursuant to a Guaranty dated as of April 4, 2005 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), each Debtor (other than the Company) has unconditionally and irrevocably guaranteed, jointly and severally, to each holder of the Notes (the "Holders") and to the Noteholder Agent and its successors and assigns the full and punctual payment and performance of the Company's obligations under the Note Agreement and the Notes;

WHEREAS, pursuant to the Note Agreement, each Debtor is entering into this Agreement in order to grant to the Noteholder Agent for the ratable benefit of the Holders and the Noteholder Agent (collectively, the "Secured Parties") a security interest in the Collateral (as defined below); and

WHEREAS, the Notes will be issued in reliance on each Debtor's execution and delivery of this Agreement to the Noteholder Agent;

NOW, THEREFORE, in consideration of premises and mutual covenants contained in the Note Agreement and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees with the Noteholder Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. When used herein: (a) all terms used herein which are defined in Article 1, Article 8 or Article 9 of the Uniform Commercial Code shall have the meanings given therein unless otherwise defined in this Railroad Security Agreement; and (b) capitalized terms which are not otherwise defined have the respective meanings assigned thereto in the Note Agreement.

2. Grant Of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations (as defined in the Security Agreement dated as of April 4, 2005, among the Debtors and the Noteholder Agent), each Debtor hereby grants to the Noteholder Agent, for its benefit and the ratable benefit of the other Secured Parties, a continuing security interest in and a general lien upon, and a collateral assignment of, the following (collectively, the "Collateral"):

(i) all now owned and hereafter existing or acquired locomotives and other rolling stock and railway equipment of such Debtor and related accessories, including superstructures and racks (in each case whether constituting equipment or inventory as such terms are defined in the applicable Uniform Commercial Code), and including but not limited to: (A) locomotives, engines, motors, alternators, generators, assembled underframes, fuel tanks, electrical cabinets or lockers, cabs, traction motors, hoods, longhoods, car body structures, equipment racks, railing, lights, horns, cabin interiors, doors, windows, cores, axles, wheels, trucks, bogies, gears, turbochargers, kitting, power assemblies, electronic control systems and service parts for locomotives, (B) the locomotive and engine models described on Exhibit A hereto and (C) the locomotives and related assets described on Exhibit B hereto (such assets described on Exhibit B being referred to as the "CSX Leased Assets");

(ii) all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral;

(iii) all leases or similar arrangements with respect to any of the locomotives described herein or any of the other Collateral, including, without limitation, the Demonstration and Purchase Agreement, dated as of July 16, 2004, by and between the Company, as assignee, and CSX (as hereinafter defined), with respect to the CSX Leased Assets (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "CSX Agreement").

(b) As contemplated in 49 CFR 1177.3, included in the property covered by this Railroad Security Agreement are locomotives and other rolling stock as described above intended for use related to interstate commerce, or interests therein, owned by the Company at the date of this Railroad Security Agreement or hereafter acquired by it or its successors as owners of such assets.

(c) Nothing contained herein shall be construed to limit the grant by the Debtors of a security interest in or lien upon any of its assets in any of the other Note Documents and all representations, warranties and covenants with respect to the Collateral subject to this Railroad

Security Agreement in the other Note Documents shall apply thereto and not be limited or otherwise affected by the terms hereof.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants and covenants with and to the Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Obligations are outstanding):

(a) Each Debtor shall use and maintain the Collateral in compliance with all laws, government regulations and standards of the Association of American Railroads and any other national organization applicable to the use, maintenance and interchange of the Collateral, and shall at its own expense make such alterations to the Collateral as may be required from time to time to maintain such compliance.

(b) Each Debtor shall, at such Debtor's expense, promptly perform all acts and execute all documents requested in writing at any time by the Noteholder Agent in good faith to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Railroad Security Agreement. Each Debtor hereby authorizes the Noteholder Agent to execute and file one or more financing statements (or similar documents) and to file or record appropriate evidence of this Railroad Security Agreement, any assignments hereof and amendments hereto pursuant to Section 11301 of Title 49 of the United States Code as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto and of any agreements of the Debtors with any third party that relates to the Collateral.

(c) As of the date hereof, no Debtor has any Collateral in the possession of any third party, other than the CSX Leased Assets and except as permitted in the Note Agreement. The CSX Leased Assets are and shall remain in the possession of CSX and at the premises of CSX in accordance with the terms of the CSX Agreement (as in effect on the date hereof), unless returned to the Debtors in accordance with the terms of the CSX Agreement. The term "CSX" as used herein shall mean CSX Transportation, Inc., a Virginia corporation, and its successors and assigns.

(d) All replacement parts installed in maintaining any of the Collateral or improvements or modifications thereto, will be considered accessions and will, upon installation, automatically be subject to the security interest of the Noteholder Agent.

(e) The Noteholder Agent may, in its discretion, pay any amount or do any act which any Debtor fails to pay or do as required in order to make any filing required under Section 11301 of Title 49 of the United States Code as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto, or to preserve, defend, protect, maintain, record or enforce the Secured Obligations, the Collateral or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. The Debtors shall be liable jointly and severally to the Noteholder Agent for any such payment, which payment shall be deemed an

advance by the Secured Parties to the Debtors, shall be payable on demand together with interest at the rate then applicable to the Secured Obligations set forth in the Notes and shall be part of the Secured Obligations secured hereby.

(f) As of the date hereof no reporting marks have been assigned to any Debtor by the Association of American Railroads or are being used by any Debtor. In the event that such reporting marks are assigned to any Debtor or are being used by any Debtor, the applicable Debtor shall promptly advise the Secured Parties. To the extent that any Collateral is to be operated by the Debtors or leased or otherwise allowed to be used by any other person, including but not limited to the CSX Leased Assets, each Debtor shall use the reporting marks and identification numbers for the applicable units as are disclosed to the Noteholder Agent and such other markings as from time to time may be required by law or deemed necessary by the Noteholder Agent to protect the interests of the Secured Parties in the Collateral.

(g) Each Debtor shall notify the Noteholder Agent immediately if it knows or has reason to know of any reason why any filing, registration, or recording with respect to the Collateral may become abandoned, canceled, invalidated, avoided or avoidable.

(h) Each Debtor assumes all responsibility and liability arising from the use of the Collateral by any party other than the Secured Parties and each Debtor hereby indemnifies and holds the Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by the Debtors (or any affiliate or subsidiary thereof) in connection with any patent or out of the manufacture, promotion, labelling, sale or advertisement of any such product by the Debtors (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Secured Obligations, the termination of this Railroad Security Agreement and the termination or non-renewal of the Note Agreement.

(i) Each Debtor shall promptly pay the Secured Parties for any and all expenditures made by the Secured Parties pursuant to the provisions of this Railroad Security Agreement or for the defense, protection or enforcement of the Secured Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Secured Obligations set forth in the Note Agreement and shall be part of the Secured Obligations secured hereby.

4. Rights And Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Secured Parties, whether provided under this Railroad Security Agreement, the Note Agreement, the other Note Documents, applicable law or otherwise, The Secured Parties shall have the rights and remedies set forth in the other Note Documents. Nothing contained herein shall be construed as requiring the Secured Parties to take any such action at any time. All of the Secured Parties' rights and remedies, whether provided under, this Railroad Security Agreement, the other Note Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Railroad Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each Debtor and the Noteholder Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever the Noteholder Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Railroad Security Agreement or in any way connected or related or incidental to the dealings of the Debtors and the Secured Parties in respect of this Railroad Security Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Noteholder Agent shall have the right to bring any action or proceeding against each Debtor or its property in the courts of any other jurisdiction which the Noteholder Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against any Debtor or its property).

(c) Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the Noteholder Agent's option, by service upon such Debtor in any other manner provided under the rules of any such courts. Within forty-five (45) days after such service, such Debtor shall appear in answer to such process, failing which such Debtor shall be deemed in default and judgment may be entered by the Noteholder Agent against such Debtor for the amount of the claim and other relief requested.

(d) EACH DEBTOR AND THE NOTEHOLDER AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE DEBTORS AND THE SECURED PARTIES IN RESPECT OF THIS RAILROAD SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND THE NOTEHOLDER AGENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EACH DEBTOR OR THE NOTEHOLDER AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS RAILROAD SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH DEBTOR AND THE NOTEHOLDER AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) The Secured Parties shall not have any liability to any Debtor (whether in tort, contract, equity or otherwise) for losses suffered by any Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Railroad Security Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on the Secured Parties that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

## 6. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the address set forth under its name in Schedule I hereto (or such other address as it shall have specified in writing to the Noteholder Agent as its address for notices hereunder).

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, the Noteholder Agent or any Holder pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Railroad Security Agreement" and words of similar import when used in this Agreement shall refer to this Railroad Security Agreement as a whole and not any particular provision of this Railroad Security Agreement and as this Railroad Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such term in the Note Agreement.

(c) This Railroad Security Agreement and any other document referred to herein shall be binding upon each Debtor and its successors and assigns and inure to the benefit of and be enforceable by the Noteholder Agent and the Holders and their respective successors and assigns.

(d) If any provision of this Railroad Security Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Railroad Security Agreement as a whole, but this Railroad Security Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and



obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Railroad Security Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of the Noteholder Agent. The Noteholder Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of the Noteholder Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Noteholder Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Noteholder Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Railroad Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Railroad Security Agreement. At any time after the date of this Railroad Security Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Noteholder Agent a counterpart of this Railroad Security Agreement. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all of the terms of, this Railroad Security Agreement.

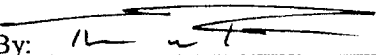
(g) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Noteholder Agent pursuant to this Railroad Security Agreement and the exercise of any right or remedy by the Noteholder Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Railroad Security Agreement, the terms of the Intercreditor Agreement shall govern and control. To the extent required, so long as the Congress Facility is in effect, delivery of any possessory Collateral to the Credit Agreement Agent shall satisfy Debtor's obligations with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Railroad Security Agreement has been duly executed as of the day and year first above written.

**DEBTORS:**

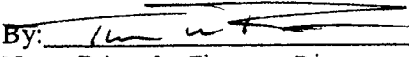
**ELECTRO-MOTIVE DIESEL, INC.**

By: \_\_\_\_\_

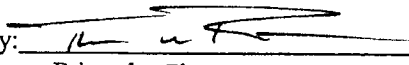
**Name:** Thomas Rissman

**Title:** Vice President and General Counsel

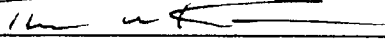
EMD INTERNATIONAL HOLDINGS, INC.

By:   
Name Printed: Thomas Rissman  
Title: Vice President and General Counsel

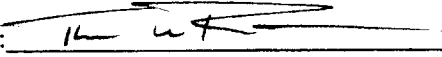
ELECTRO-MOTIVE INTERNATIONAL  
CORPORATION

By:   
Name Printed: Thomas Rissman  
Title: Vice President and General Counsel

EMD CANADA HOLDINGS CO.

By:   
Name Printed: Thomas Rissman  
Title: Vice President and General Counsel

ELECTRO-MOTIVE CANADA CO. (f/ka EMD  
Canada Acquisition Co.)

By: 

Name Printed: Thomas Rissman

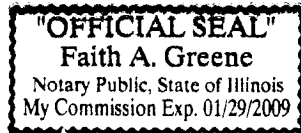
Title: Vice President and General Counsel

GENERAL MOTORS CORPORATION,  
as Noteholder Agent

By: Anne T. Larin  
Name: Anne T. Larin  
Title: Assistant Secretary

STATE OF IL )  
 ) ss.:  
COUNTY OF CO )

On the 14<sup>th</sup> day of April, 2005, before me personally came THOMAS W. DISCHEN, to me personally known, who being by me duly sworn, did depose, acknowledge and say that (s)he is the VP #6 - N. P. LOUIS of ELECTRO-MOTIVE DIESEL, INC., the corporation which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Faith A. Greene  
Notary Public

My commission expires: 1-29-09



STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

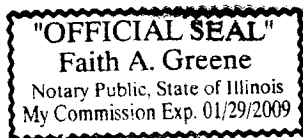
On the 7 day of April, 2005, before me personally came Thomas N. Ryan, to me personally known, who being by me duly sworn, did depose, acknowledge and say that (s)he is the Vice President of EMD INTERNATIONAL HOLDINGS, INC., the corporation which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: 1-24-09

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On the 7 day of April, 2005, before me personally came THOMAS N. BRYAN, to me personally known, who being by me duly sworn, did depose, acknowledge and say that (s)he is the VP & General Counsel of ELECTRO-MOTIVE INTERNATIONAL CORPORATION, the corporation which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

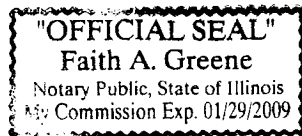


Faith A. Greene  
Notary Public

My commission expires: 12-9-09

STATE OF IL )  
 ) ss.:  
COUNTY OF COOK )

On the 7 day of June, 2005, before me personally came Timothy W. Hill, to me personally known, who being by me duly sworn, did depose, acknowledge and say that (s)he is the VP Finance & Admin of EMD CANADA HOLDINGS CO., the corporation which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

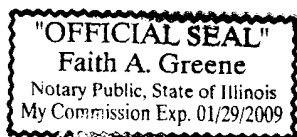


Faith A. Greene  
Notary Public

My commission expires: 1-29-09

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On the 7 day of APRIL, 2005, before me personally came Thomas K. B. [unclear], to me personally known, who being by me duly sworn, did depose, acknowledge and say that (s)he is the VP & General Counsel of ELECTRO-MOTIVE CANADA CO. (f/k/a EMD Canada Acquisition Co.), the corporation which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

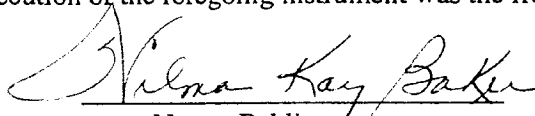


[Signature]  
Notary Public

My commission expires: 1-29-09

STATE OF )  
 ) ss.:  
COUNTY OF )

On the 20<sup>th</sup> day of April, 2005, before me personally came  
Anne T. Larin, to me personally known, who being by me duly sworn, did depose,  
acknowledge and say that (s)he is the Assistant Secretary of GENERAL  
MOTORS CORPORATION, the corporation which executed the foregoing instrument, that the  
seal affixed to the foregoing instrument is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corporation by authority of its Board of  
Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act  
and deed of said corporation.

  
Notary Public

My commission expires: 9-28-05

**WILMA KAY BAKER**  
**NOTARY PUBLIC WAYNE CO., MI**  
**MY COMMISSION EXPIRES Sep 28, 2005**

Signature Page for the Railroad Security Agreement dated as of April 8, 2005 (as amended, amended restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Electro-Motive Diesel, Inc. (the "Company"), various subsidiaries of the Company and General Motors Corporation, as Noteholder Agent.

The undersigned is executing a counterpart hereof as of \_\_\_\_\_, 2005 for purposes of becoming a party hereto (and attached to this signature page are supplements to the Information Certificate setting forth all relevant information with respect to the undersigned).

[GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A  
TO  
RAILROAD EQUIPMENT SECURITY AGREEMENT

<u>Locomotive Engine Family</u>	<u>Engine Models</u>	<u>Locomotive Models</u>
1. 5GMXG0710ES1 (New Engine)	16-710G3B-T2	SD70ACe SD70M-2
	16-710G3C-T2	SD70ACe SD70M-2
2. 5GMXK0645EAL (Remanufacturing Kit)	8-645E	SW1000 SW1001
	12-645E	SW1500 MP15 MP15DC MP15AC GP15-1 GP15-2
	16-645E	GP38-2 SD38-2
3. 5GMXK0645EBL (Remanufacturing Kit)	8-645E	SW1000 SW1001
	12-645E	SW1500 MP15 MP15DC MP15AC GP15-1 GP15-2
	16-645E	GP38-2 SD38-2
4. 5GMXK0645EFT (Remanufacturing Kit)	8-645E3C	GP15T MP15T
	12-645E3	GP39-2
	12-645E3B	GP39-2
	12-645E3C	GP39-2
	16-645E3	GP40-2

		GP40P-2 SD40-2 SD40T-2 SD40F SDP40F
	16-645E3A	F40C F40PH
	16-645E3B	GP40-2 SD40-2 F40PH-2 F40PHM-2
	16-645E3C	GP40-2 SD40-2 F40PH-2
	16-645F3	GP40X SD40X
	16-645F3B	GP50 SD50
	20-645E3	SD45-2 SD45T-2
5. 5GMXK0645ESW (Remanufacturing Kit)	8-645E	SW1000 SW1001
	12-645E	SW1500 MP15 MP15DC MP15AC GP15-1 GP15-2
	16-645E	GP38-2 SD38-2



6. 5GMXK0710EJ0 (Remanufacturing Kit)	16-710G3B-EC	SD70 SD70I SD70M SD70IAC SD70MAC
	16-710G3C-EC	SD70 SD70I SD70MAC SD75I SD75M
7. 5GMXK0710ES1 (Remanufacturing Kit)	16-710G3B-ES	SD70MAC SD70IAC
	16-710G3C-ES	SD70MAC SD70IAC
8. 5GMXK0710ES2 (Remanufacturing Kit)	16-710G3C-ES	SD90MAC/43
	20-710G3B-ES	SD80MAC
9. 5GMXK0710MJ0 (Remanufacturing Kit)	16-710G3A	GP60 SD60I
	16-710G3B	SD70M SD70MAC
10. 5GMXK0710MJA (Remanufacturing Kit)	12-710G3A	GP59
	16-710G3A	SD60M GP60M SD60 GP60 GP60B SD60I
11. 5GMXK16.5ES2 (Remanufacturing Kit)	GM16V265H	SD90MAC

12. 5GMXM06459E2 (Marine Diesel Engine Family)	L/R8-645E L/R12-645 L/R16-645 L/R20-645 L/R8-645F L/R12-645 L/R16-645 L/R20-645 L/R8-710G L/R12-710 L/R16-710 L/R20-710	N/A
13. 5GMXM06459E3 (Marine Diesel Engine Family)	L/R8-645E L/R12-645 L/R16-645 L/R20-645 L/R8-645F L/R12-645 L/R16-645 L/R20-645 L/R8-710G L/R12-710 L/R16-710 L/R20-710	N/A

EXHIBIT B  
TO  
RAILROAD EQUIPMENT SECURITY AGREEMENT

CSX Leased Assets

Twenty (20) SD70ACe model locomotives bearing CSXT reporting marks and the road numbers 4831-4850, inclusive and serial numbers 20036520-001 through 20036520-020, inclusive.

SCHEDULE I

ADDRESSES

If to the Debtors:

Electro-Motive Diesel, Inc.  
9301 W. 55<sup>th</sup> Street  
La Grange, Illinois 60525-3211  
Attention: General Counsel  
Telephone No.: 708-387-6208  
Telecopy No.: 708-387-6501

EMD International Holdings, Inc.  
9301 W. 55<sup>th</sup> Street  
La Grange, Illinois 60525-3211  
Attention: General Counsel  
Telephone No: 708-387-6662  
Fax: 708-387-6501

Electro-Motive International Corporation  
9301 W. 55<sup>th</sup> Street  
La Grange, Illinois 60525-3211  
Attention: General Counsel  
Telephone No: 708-387-6662  
Fax: 708-387-6501

EMD Canada Holdings Co.  
Suite 900  
1959 Upper Water Street  
Halifax, Nova Scotia B3J 2X2  
Attention: General Counsel

Electro-Motive Canada Co. (f/k/a EMD Canada Acquisition Co.)  
Suite 900  
1959 Upper Water Street  
Halifax, Nova Scotia B3J 2X2  
Attention: General Counsel

With a copy to:

Ropes & Gray LLP  
One International Place  
Boston, Massachusetts 02110-2624  
Attention: Philip J. Smith, Esq.  
Telephone No.: (617) 951-7000  
Telecopy No.: (617) 951-7050

If to the Noteholder Agent  
and the Holders:

General Motors Corporation, as Noteholder Agent  
300 Renaissance Center  
Detroit, Michigan 48625  
Attention: General Counsel  
Facsimile: (313) 665-4978

With copies to:

General Motors Corporation  
Treasurer's Office  
767 Fifth Avenue  
New York, New York 10153  
Attention: Treasurer  
Facsimile: (212) 418-3630

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: April 21, 2005

A handwritten signature in black ink, appearing to read "Edward M. Luria", written over a horizontal line.

Edward M. Luria